

RESOLUTION NO. 3862

A RESOLUTION AUTHORIZING EXECUTION BY THE CITY MANAGER OF AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LODI AND THE CALIFORNIA COUNCIL ON CRIMINAL JUSTICE TO CHANGE THE DURATION OF THE CALIFORNIA COUNCIL ON CRIMINAL JUSTICE PROJECT FROM NOVEMBER 1, 1972 TO OCTOBER 31, 1973 TO NOVEMBER 1, 1972 TO NOVEMBER 30, 1973, FOR AN EXTENSION OF THE TRAVEL PORTION ONLY.

BE IT RESOLVED that the City Manager of the City of Lodi be and hereby is authorized and directed to execute said amendment to Agreement for and on behalf of the City of Lodi.

Dated: January 2, 1974

I hereby certify that Resolution No. 3862 was passed and adopted by the City Council of the City of Lodi in regular meeting held January 2, 1974 by the following vote:

Ayes: Councilmen - Ehrhardt, Katnich, Pinkerton, Schaffer, and Hughes

Noes: Councilmen - None

Absent: Councilmen - None


Alice M. Reimche
City Clerk

3862

- ☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 30 day of October, 19 73,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Director hereafter called the State, and City of Lodi hereafter called the Contractor.	AGENCY California Council on Criminal Justice	NUMBER Amend. #1 A-800-72 (#0545)
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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the
State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Application for grant for Law Enforcement Purposes A-800-72
between the parties hereto is hereby amended to change the Duration
of Project from "November 1, 1972 to October 31, 1973" to "November 1, 1972
to November 30, 1973", for an extension of the travel portion only.

All other provisions of this contract remain as previously agreed
upon.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY
California Council on Criminal Justice
BY (AUTHORIZED SIGNATURE)
>
TITLE
Executive Director ROBERT H. LAWSON

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION,
PARTNERSHIP, ETC.)
City of Lodi
BY (AUTHORIZED SIGNATURE)
▶ Henry A. Blanes
TITLE

ADDRESS
City of Lodi, California

(CONTINUED ON — SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space	AMOUNT OF THIS ESTIMATE \$ No additional funds required	APPROPRIATION		FUND		
	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
	\$				1972-73	
	ADJ. INCREASING ENCUM- BRANCE	FUNCTION				
	\$					
	ADJ. DECREASING ENCUM- BRANCE	LINE ITEM ALLOTMENT				
	\$					
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				T.B.A. NO.	B.R. NO.
	SIGNATURE OF ACCOUNTING OFFICER ▶ [Signature]				DATE 12/14/73	
	I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.1 have been complied with and this document is exempt from review by the Department of Finance.					
	SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ▶ [Signature]				DATE	

ORIGINAL SIGNED BY
ROBERT H. LAWSON

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.